

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

RELEASOR: Marjorie Quiros

RELEASEE: Jon K. Pierce and all insureds under Jon K. Pierce's policy, included but not limited to Jessica Pierce, and State Farm as the insurer.

DATE CLAIM AROSE: On or about April 6, 2017 and thereafter as alleged by Releasor.

DESCRIPTION OF CLAIM: Any and all claims, requests for relief, and/or damages arising out of or related in any way, directly or indirectly, to a motor vehicle accident between Releasor and Releasee occurring on or about April 6, 2017.

SUM OF SETTLEMENT: Eighty-Seven Thousand Dollars (\$87,000) total; Forty-Four Thousand Five Hundred Fifteen Dollars and Ninety-Seven Cents (\$45,515.97) having been advanced paid and Forty-One Thousand Four Hundred Eighty-Four Dollars and Three Cents (\$41,484.03) of "new money"

CIVIL CAUSE: *Marjorie Quiros and Cory Leinweber v. Jessica Pierce; and Allstate Fire and Casualty Insurance Company*, Montana eighteenth Judicial District Court, Gallatin County, Cause No: DV-18-1162A

1. Release

The undersigned Releasor acknowledges receipt of the above sum of money described in Paragraph 6 herein and in consideration for payment of such sum, fully and forever releases and discharges Releasee and its successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described claim.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or

expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses of any nature including wages resulting from the claim described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

3. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum by Releasee nor the negotiations for settlement shall be considered as an admission of liability.

4. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, or attorneys, if applicable, who may have valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasee from and against all such claims by such parties,.

5. No Additional Claims

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given.

6. Payment and Disbursement of Sum of Settlement

In consideration for signing this settlement and release agreement and the fulfillment of the promises made herein, the Releasee hereby agrees to pay the Releasor the sum of Forty-One Thousand Four Hundred Eighty-Four Dollars and Three Cents (\$41,484.03), as aforesaid, inclusive of attorney's fees and private litigation expenses.

7. Stipulation for Dismissal With Prejudice

Releasor stipulates and agrees that Releasor's attorney of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action against Releasee. Each party shall pay their respective costs and attorneys' fees.

8. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of Releasor's own free will and accord. This Release shall be binding upon Releasor's heirs, successors, personal representatives and assigns.

9. Severability

Should any provision of this Settlement Agreement and General Release be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

10. Choice of Law

The laws of the State of Montana shall apply to the interpretation of this Settlement Agreement and General Release.

11. Final Agreement


This written Settlement Agreement and General Release constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

DATED this 26 day of Feb, 2019.

CAUTION: READ BEFORE SIGNING!


MARJORIE QUIROS
RELEASOR

APPROVED BY:


Justin P. Staples
Attorney for Plaintiff